

2152

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TRANSMITTAL FORM

(To be used for all correspondence after initial filing)

Technology Center 2100

Application No.	09/827,866
Filing Date	April 6, 2001
First Named Inventor	Geetha Srikantan, et al.
Group Art Unit	2152
Examiner Name	Unassigned
Attorney Docket No.	SUN-P4967-MDL
Total Number of Pages in this Submission: 21	

ENCLOSURES (check all that apply)

<input type="checkbox"/> Fee Transmittal Form <input type="checkbox"/> Fee attached <input type="checkbox"/> Amendment/Response <input type="checkbox"/> After Final <input type="checkbox"/> Affidavit/Declaration(s) <input type="checkbox"/> Extension of Time Request <input type="checkbox"/> Express Abandonment Request <input type="checkbox"/> Information Disclosure Statement <input type="checkbox"/> Certified Copy of Priority Document(s) <input type="checkbox"/> Response to Missing Parts Notice/Incomplete Application <input type="checkbox"/> Response to Missing Parts under 37 CFR 1.52 or 1.53	<input type="checkbox"/> Assignment Papers for an application <input type="checkbox"/> Drawing(s) <input type="checkbox"/> Licensing-related Papers <input type="checkbox"/> Petition Routing Slip (PTO/SB/69) and Accompanying Petition <input type="checkbox"/> Petition to Convert to a Provisional Application <input checked="" type="checkbox"/> Power of Attorney by Assignee, with Revocation of Former Powers <input type="checkbox"/> Change of Correspondence Address <input type="checkbox"/> Terminal Disclaimer <input type="checkbox"/> Small Entity Statement <input type="checkbox"/> Request for Refund	<input type="checkbox"/> After-Allowance Communication to Group <input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences <input type="checkbox"/> Appeal Communication to Group (Appeal Notice, Brief, Reply Brief) <input type="checkbox"/> Proprietary Information <input type="checkbox"/> Status Letter <input checked="" type="checkbox"/> Additional Enclosure(s): <input checked="" type="checkbox"/> Return Receipt Postcard <input checked="" type="checkbox"/> Copy of Assignment document <input type="checkbox"/> Check for \$ _____
Remarks:		

SIGNATURE OF APPLICANT, ATTORNEY OR AGENT

Name	Daniel E. Vaughan (Registration No. 42,199)	Date	June 21, 2001
Signature		Telephone	650/474-1973
Address	702 Marshall Street, Suite 310, Redwood City, CA 94063	Facsimile	650/474-1976

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the U. S. Postal Service as <input type="checkbox"/> Express Mail (No. EJ xxx yyy zzz US) or <input checked="" type="checkbox"/> First Class Mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231 on: <u>June 21, 2001</u>			
Type or Printed Name	Daniel E. Vaughan	Signature	

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Technology Center 2100

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of

Srikantan, *et al.*

Application No.: *not yet assigned*

Filed: April 6, 2001

For: **STREAMING A SINGLE MEDIA
TRACK TO MULTIPLE CLIENTS**

Group Art Unit: *Unassigned*

Examiner: *Unassigned*

**POWER OF ATTORNEY BY ASSIGNEE
TO EXCLUSION OF INVENTOR UNDER 37 C.F.R. § 3.71
WITH REVOCATION OF PRIOR POWERS**

Assistant Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

The undersigned ASSIGNEE of the entire interest in the above-identified patent application hereby appoints

OLSEN, Kenneth (Reg. # 26,493);

SILVERMAN, Alexander E. (Reg. # 37,940);

LEWIS, Sean P. (Reg. # 42,798);

CHEN, Bernice B. (Reg. # 42,403);

LUTTON, Richard J., Jr. (Reg. # 39,756);

FOODMAN, Marc D. (Reg. # 34,110);

LEE, Elaine (Reg. # 41,936);

SORKIN, Paul (Reg. # 39,039);

AGHEVLI, Ramin (Reg. # 43,462);

MYERS, Jeffrey L. (Reg. # 44,252)

of SUN MICROSYSTEMS, INC., and

PARK, A. Richard (Reg. # 41,241);

FLEMING, Hoyt (Reg. # 41,752); and

CREAN, Timothy J. (Reg. #37,116);

GUPTA, Anirma R. (Reg. # 38,275);

SCHALLOP, Michael J. (Reg. # 44,319);

KRALL, Noreen A. (Reg. # 39,734);

WARD, Monica D. (Reg. # 40,696);

CHAGANTI, Naren (Reg. # 44,602);

MATSUBAYASHI, Hugh H. (Reg. # 43,779);

GLAUBENSKLEE, Marilyn E. (Reg. # 35,521);

CHEN, Andrew C. (Reg. # 43,544); and

VAUGHAN, Daniel E. (Reg. # 42,199);

GRUNDLER, Edward (Reg. # 47,615)



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JUL 03 2001

of PARK, VAUGHAN & FLEMING LLP, to prosecute this application and/or transact all business in the United States and Trademark Office in connection therewith and hereby revokes all prior powers of attorney; said appointment to be to the exclusion of the inventors and the inventors' attorneys in accordance with the provisions of 37 C.F.R. § 3.71.

The following evidentiary documents establish a chain of title from the original owner to the Assignee:

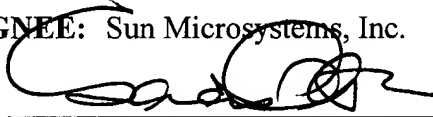
X a copy of an Assignment attached hereto, which Assignment has been (or is herewith) forwarded to the Patent and Trademark Office for recording; or
_____ the Assignment recorded on _____ at reel _____, frames _____ - _____.

Pursuant to 37 C.F.R. § 3.73(b) the undersigned Assignee hereby states that evidentiary documents have been reviewed and hereby certifies that, to the best of ASSIGNEE's knowledge and belief, title is in the identified ASSIGNEE.

Direct all telephone calls and correspondence to:

Daniel Vaughan
Park, Vaughan & Fleming LLP
702 Marshall Street
Suite 310
Redwood City, CA 94063
(650) 474-1973

ASSIGNEE: Sun Microsystems, Inc.

Name: 
(Signature)

Name: Kenneth Olsen

Title: Vice President of Intellectual Property

Date: April 19, 2001

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

- | | |
|------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| (1) SRIKANTAN, Geetha
518 Everett Avenue, #E
Palo Alto, CA 94301 | (2) NARASIMHAN, Aravind
160 W. 76 th Street, Apt. 1A
New York, NY 10023 |
| (3) PROCTOR, Seth
1400 Lowell Road
Concord, MA 01742 | (4) BRITTENSON, Jan
309 Chattanooga Street
San Francisco, CA 94114 |
| (5) SHAFER, Matthew
5259 Countryside Lane
San Jose, CA 95136 | (6) SERGENT, Jonathan
2000 Walnut Avenue, #G203
Fremont, CA 94538 |

hereinafter termed "Inventors", have invented certain new and useful improvements in

STREAMING A SINGLE MEDIA TRACK TO MULTIPLE CLIENTS

and have executed a declaration or oath of inventorship for an application for a United States patent disclosing and identifying the invention on:

- | | |
|-----------------------------------------------------|------------------------------------------------------|
| (1) the 3 rd day of <u>April</u> , 2001; | (2) the 17 th day of <u>April</u> , 2001; |
| (3) the 6 th day of <u>April</u> , 2001; | (4) the 5 th day of <u>April</u> , 2001; |
| (5) the 5 th day of <u>April</u> , 2001; | (6) the 5 th day of <u>April</u> , 2001. |

Said application: ☐ being filed herewith; OR
 ☒ having Application No. 09/827,866, filed on April 6, 2001.

WHEREAS, Sun Microsystems, Inc. a corporation of the State of Delaware, having a place of business at 901 San Antonio Road, Palo Alto, CA 94303, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent

granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

Date: 4/3/2001

Signature: Geetha Srikantan

Name: Geetha Srikantan

Date: _____

Signature: _____

Name: Aravind Narasimhan

Date: _____

Signature: _____

Name: Seth Proctor

Date: _____

Signature: _____

Name: Jan Brittonson

Date: _____

Signature: _____

Name: Matthew Shafer

Date: _____

Signature: _____

Name: Jonathan Sergeant

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- | | |
|------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
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518 Everett Avenue, #E
Palo Alto, CA 94301 | (2) NARASIMHAN, Aravind
160 W. 76 th Street, Apt. 1A
New York, NY 10023 |
| (3) PROCTOR, Seth
1400 Lowell Road
Concord, MA 01742 | (4) BRITTENSON, Jan
309 Chattanooga Street
San Francisco, CA 94114 |
| (5) SHAFER, Matthew
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granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

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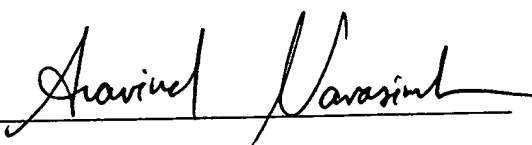
Date: _____

Signature: _____

Name: Geetha Srikantan

Date: 4/17/01

Signature: _____



Name: Aravind Narasimhan

Date: _____

Signature: _____

Name: Seth Proctor

Date: _____

Signature: _____

Name: Jan Brittonson

Date: _____

Signature: _____

Name: Matthew Shafer

Date: _____

Signature: _____

Name: Jonathan Sergent

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Date: _____

Signature: _____

Name: Geetha Srikantan

Date: 4/16/01

Signature: _____

Name: Aravind Narasimhan

Date: 4/16/01

Signature: Seth Proctor

Name: Seth Proctor

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Date: _____

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Date: _____

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Date: _____

Signature: _____

Name: Geetha Srikantan

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Name: Aravind Narasimhan

Date: _____

Signature: _____

Name: Seth Proctor

Date: 4/5/2001

Signature: 7-B. #

Name: Jan Brittonson

Date: _____

Signature: _____

Name: Matthew Shafer

Date: _____

Signature: _____

Name: Jonathan Sergent

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1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent

granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

Date: _____ Signature: _____

Name: Geetha Srikantan

Date: _____ Signature: _____

Name: Aravind Narasimhan

Date: _____ Signature: _____

Name: Seth Proctor

Date: _____

Signature: _____

Name: Jan Brittonson

Date: April 5, 2001

Signature: Matthew F. Shafer

Name: Matthew Shafer

Date: _____

Signature: _____

Name: Jonathan Sergent

**JOINT TO CORPORATE
ASSIGNMENT**

WHEREAS, the undersigned,

- | | |
|------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| (1) SRIKANTAN, Geetha
518 Everett Avenue, #E
Palo Alto, CA 94301 | (2) NARASIMHAN, Aravind
160 W. 76 th Street, Apt. 1A
New York, NY 10023 |
| (3) PROCTOR, Seth
1400 Lowell Road
Concord, MA 01742 | (4) BRITTENSON, Jan
309 Chattanooga Street
San Francisco, CA 94114 |
| (5) SHAFER, Matthew
5259 Countryside Lane
San Jose, CA 95136 | (6) SERGENT, Jonathan
2000 Walnut Avenue, #G203
Fremont, CA 94538 |

hereinafter termed "Inventors", have invented certain new and useful improvements in

STREAMING A SINGLE MEDIA TRACK TO MULTIPLE CLIENTS

and have executed a declaration or oath of inventorship for an application for a United States patent disclosing and identifying the invention on:

- | | |
|-----------------------------------------------------|------------------------------------------------------|
| (1) the 3 rd day of <u>April</u> , 2001; | (2) the 17 th day of <u>April</u> , 2001; |
| (3) the 6 th day of <u>April</u> , 2001; | (4) the 5 th day of <u>April</u> , 2001; |
| (5) the 5 th day of <u>April</u> , 2001; | (6) the 5 th day of <u>April</u> , 2001. |

Said application: ☐ being filed herewith; OR
 ☒ having Application No. 09/827,866, filed on April 6, 2001.

WHEREAS, Sun Microsystems, Inc. a corporation of the State of Delaware, having a place of business at 901 San Antonio Road, Palo Alto, CA 94303, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent

granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

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IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

Date: _____

Signature: _____

Name: Geetha Srikantan

Date: _____

Signature: _____

Name: Aravind Narasimhan

Date: _____

Signature: _____

Name: Seth Proctor

Date: _____

Signature: _____

Name: Jan Brittonson

Date: _____

Signature: _____

Name: Matthew Shafer

Date: April 5, 2001

Signature: 

Name: Jonathan Sergent